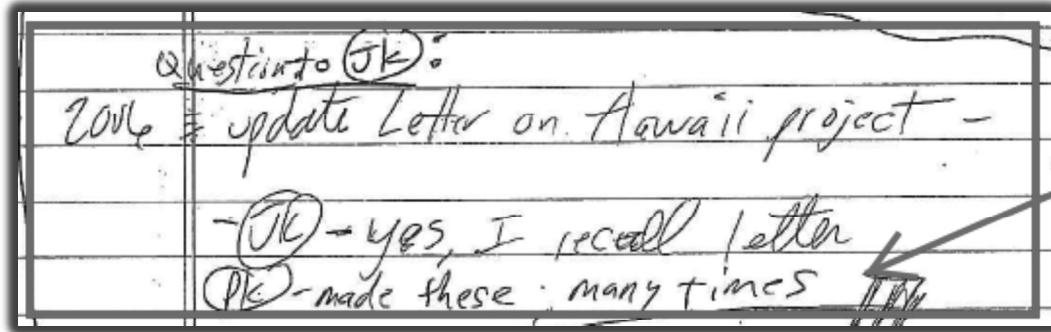


"knowledge" to be informed. Willful bliss cannot be the government basis for a conviction of confidence.

*Kaiser confirmed to the FBI in October 2010 that "update letters" to the investors were regular and "Kenner made these many times" (3500-JK-1-r at 3)...*



[The remainder of this page left intentionally blank]

*Just prior to the Cabo March 2006 closing, Hawai'i closing attorney Madia updated the group after the second 2006 Jowdy-Lehman Brothers delay...*

**M. Robert Madia**

**From:** pk <pkennen@imvelocita.com>  
**Date:** February 24, 2006 at 9:40:21 AM EDT  
**To:** Attorney Madia RMM@MadiaLaw.com  
**Cc:** Phil Kenner <phil@standardadvisors.com>  
**Subject:** Mexico closing and Hawaii project update #5  
**Attachments:** FW: fax\_8002173433.tif; FW: fax\_8001775632.tif

Rob... thanks for the update to the guys. Good stuff. I am sure Ken and Bill were upfront with us about the "slush fund" repayments plan from Masood after the closing to repay the Hawaii loans and the other money he owes me, Muzz, Bobby, Matti, Stumpy, etc. thx.pk

**From:** R. M. Madia RMM@MadiaLaw.com  
**Date:** February 24, 2006 at 6:21:43 AM EDT  
**To:** Phil Kenner <phil@standardadvisors.com>; pk pkennen@imvelocita.com; Brad Isbister; Brad Lukowich; Brian Berard; Brian Campbell; Chris Simon; Dan Boyle; Darryl Sydor; Dimitri Khrstitch; Ethan Moreau; Glen Murray; Greg deVries; Jason Woolley; Jay McKee; Jere Lehtinen; Jerry Glatt; Joe Juneau; Joeef Stumpel; Kristine Myrick; Mattias Nordstrom; Michael Peca; Owen Nolan; Sergei Gonchar; Steve Rucchin; Travis Green; Turner Stevenson; Tyson Nash; Vladimir Tsypakov; Chris Manfredi; John Kaiser; John Kaiser; Chris Hawkins  
**Cc:** Phil Kenner phil@standardadvisors.com; pk pkennen@imvelocita.com; RMM@MadiaLaw.com  
**Subject:** Mexico closing and Hawaii project update #5  
**Attachments:** fax\_8002173433.tif; fax\_8001775632.tif

For those of you who are not aware Ken Jowdy and Bill Najam have informed us that the Lehman Brothers closing in Cabo will be delayed another 30 days. They have legal issues to handle in Mexico prior to their final signoff and funding. We have been reassured that they are delays not complications.

We have been informed that part of the closing process at Lehman Brothers rejected the original proposal to repay the Hawaii loans at the closing by collateralizing Ken's 20% equity he received for managing the Cabo project. We were also informed that Kenner would not be accepted as a joint manager with Ken. Ken will be the sole manager. We have received full reassurances that the management will still receive our input. It is complicated but had something to do with the 2005 deal Phil and the Hawaii management team rejected in concert with my advice.

Based on the meetings John Kaiser had with Ken before we agreed to lend him the money in 2004  
Phil has asked me again to attach for your records a copy of the lending agreement. Please contact me with any questions but you should already have your copy from previous communications.

The questions during our last conference call by Owen Nolan, Mike Peca and Bryan Berard were important to all of you. If you are still confused about the individual equity you invested in the Cabo project versus the Hawaii equity and loans, please reply to me. It thought Phil clarified this but I want all of you to be clear. Most of you are involved in both deals. You should have the operating agreements I previously forwarded to you after every member signed them. If not please contact me about what you cannot find in your personal records and I will forward them to you or your advisers.

Based on the delay I have also resent the updated loan calculation from the Hawaii loan to Jowdy for your records. It has been given to Masood at Lehman Brothers so he is aware of the amount that is continuing to accrue to Jowdy. As a result of the phone call with Ken and Bill about the delayed

closing they confirmed the 15% was still accruing in spite of the delay. They were confident that the initial real estate sales in Cabo in the first year would produce the funds needed to fully repay the loans plus additional interest. I find comfort in their representations. The 15% is not a normal loan interest. The extra accrued interest for the Hawaii project will assist in defraying the development expenses Chris Manfredi, Chris Hawkins and John Kaiser have explained to you on previous conference calls. Once we receive the development authorizations from Ka'u District in Hawaii we will have more funds available to begin the next phase. You should recall that the Centrum loan from 2005 could also be extended upon request and verification when construction and development funds are required. Lehman Brothers has suggested that once they complete the Cabo funding they want to sit down with Phil again and try to and finance the entire project. They have proposed a macro lending deal not just the \$5,000,000 acquisition loan that caused the 2005 issue and termination prior to the Tommy Constantine loan that saved the oceanfront parcel in the eighth extension week which Phil negotiated with Hawaii Senator Chumbley. We will determine Lehman Brothers future involvement in time since Tommy has another developer that he and Phil have been dealing with. They have already made their initial trip plans to Hawaii with land manager Chris Hawkins and that joint venture seems to have real promise. They currently have successful developments in Canada and the USA. Some of you may also be invested with them. They have a number of NHL players as investment partners.

For those of you who are Mexico investors if there are questions you want to discuss with Ken or Bill directly I am sure they would welcome your calls about the delay issues.

While we are completing the Cabo funding I believe that Chris and John are working in Hawaii on permits to begin construction on the Discovery Harbor lots that the company bought in early 2005. As you recall these are the small lots that can be used to test the material import timing and problems from the mainland during smaller scale construction.

Our Carlsmith Ball LLP attorney Steve Lim and his staff have completed additional registration work for the 501(c)(3) property we split off from the 1500 acre Hono'apo property based on the remediation issues that came with the 10 acre lot adjacent to Mamalahoa Highway. If you are unaware or have forgotten the strategy with the Ka'u District to build a local museum on the parcel and "give back" to the community please contact Chris Manfredi or Phil who have been managing that strategy with the local attorneys.

Sincerely, Rob

**From:** pk <pkennner@imvelocita.com>  
**Date:** February 23, 2006 at 6:31:29 PM EDT  
**To:** Attorney Media RMM@MediaLaw.com  
**Cc:** Phil Kenner <phil@standardadvisors.com>  
**Subject:** Mexico closing and Hawaii project update #5

Rob... please update the guys with the new Cabo closing info and Hawaii updates based on the call with bill and ken and loan repayment delay. Get them the loan information again.  
Thx.pk

### ***Evidence of Kaiser's material trial perjury...<sup>2</sup>***

Kaiser's trial confabulation was assisted by a willing prosecutorial team and FBI agent, which conflated the funds Kaiser borrowed from his friends & family as somehow Kenner's fault when Kaiser received the funds (100% documented in

<sup>2</sup> Please note that 2011 updates to the Hawai'i-Mexico investor group and their independent attorneys were recently discovered by Kenner as part of the 1 million PDF documents turned over to Kenner on the "eve of trial" (unsearchable). They are attached as Ex. 1 and Ex. 2 to this letter to the Court. They transparently identify the Jowdy, Kaiser, Berard corruption and planned 2015 EDNY perjury surrounding their changed stories once they were hired by Jowdy to represent the Jowdy frauds – as somehow Kenner's fault, despite Jowdy receiving 100% of the funds (*government-forfeiture-44*) and embezzling the lion's share of them (*government-forfeiture-36*) (ECF No. 667).

banking records admitted at trial thru stipulation) and never re-paid them to "his" sources. **Kaiser needed a scapegoat for the millions he borrowed and retained, infra.**

In 2011 -- Kenner explained to Kaiser via text (*infra*) that Kenner has continued to pay for the Mexico litigation for all of the investors versus Jowdy, even after Constantine refused to send anything from the GSF, except for very limited funds to the Mexico attorneys (echoing Michael Peca's 2015 testimony – *Tr.539-540*).

Kenner sent the following text message to Kaiser following Kaiser complaining about the funds he "took" from his friends & family and *still* has to repay (while asking to borrow more money from Kenner to help). Kenner stated while denying his requests:

174 19	+163123503 08 <b>John Kaiser*</b>	7/22/2011 2:40:23 PM(UTC+0)	Se nt	<b>Every day and still paying for the Mex litigation.</b>
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That same day in 2011, John Kaiser admitted that he still owed his mother (Ethel Kaiser) \$1 million, *infra*. According to Kaiser's testimony in 2015, he sold his home within the 30-day window that he originally borrowed the money from his mother – and paid her back (*Tr.979-80*). *It does not reconcile with his testimony.*

Ethel Kaiser gave testimony that she recovered \$390,000 (despite the ~~\$850,000~~ – \$700,000 Kaiser received from her in 2005 – *Bates stamp: NTC012759-761*). Ethel confirmed that \$390,000 was paid back to her (plus interest) by John Kaiser; **who should have** since he personally borrowed the money from her (*Tr.933-34*). *Ethel may have been mistaken*, based on **John Kaiser's confessional 2011 texts, infra**, which validates he never repaid her the money -- \$390,000 or the actual ~~\$850,000~~ – **and lied to the 2015 trial Court.**<sup>3</sup>

\$700,000

*John Kaiser and Berard steal from unknowing Ethel Kaiser...*

In an additional fraud, Ethel Kaiser denied that she loaned John Kaiser and Bryan Berard \$147,000 (*Tr.940-41*). John Kaiser confirmed he received the money from his forgetful mother, again (*Tr.1160*). This time, **he and Berard** split the "ill-gotten"

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<sup>3</sup> Rule 16 productions by the government also confirmed that John Kaiser tried to sign a sales contract for property in Hawai'i titled to Big Isle 6, LLC that he was not the Managing Member of in order to steal the lots and sell them in October 2010 (*Bates stamp: ED-0003148-49*).